



## **CONSUMER ONLINE & MOBILE BANKING AGREEMENT**

Before using First National Bank and Trust Company's Consumer Online & Mobile Banking services, you must agree to the terms of its Consumer Online & Mobile Banking Agreement. Consumer Online & Mobile Banking permits you to electronically initiate account transactions and communicate with First National Bank and Trust (FNBT). FNBT reserves the right to modify these terms and conditions at any time, effective upon publication. Your use of FNBT's Online Banking & Mobile Banking services constitutes agreement to these terms and conditions, and any modifications thereof.

### **DEFINITIONS**

In this Agreement, the terms "you" and "your" refer to each depositor on an account accessible by Internet Service, and the terms "us," "we," and "our" refer to the Bank. By participating in the services or using the software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the service is a part. First National Bank and Trust may modify these Terms and Conditions at any time.

### **ACCESS**

Consumer Online & Mobile Banking are services provided solely for use by First National Bank and Trust customers. You need an active account in good standing with First National Bank and Trust to enroll in these services. You will choose a username and password to access your bank accounts online. You will be required to choose a password that meet the minimum password requirements. You should protect your password at all times.

You agree to keep the password safe and to not record, disclose or make the password available to anyone. Anyone who has access to your password will have full access to your accounts and the services you can perform on Online & Mobile Banking. You have no ability to limit any such person's authority. If anyone uses your password with your permission, you will be responsible for any transactions performed by that person.

### **LOST OR STOLEN PASSWORD**

If your password has been lost or stolen, contact First National Bank and Trust immediately by calling 800.667.4401 to minimize potential losses. Please refer to our Terms and Conditions regarding notification requirements and your potential liability.

### **HOURS**

Online Banking is available 24 hours a day, seven days a week. For purposes of electronic transactions, our business days are Monday through Friday excluding holidays as determined by First National Bank and Trust. All Online Banking transaction requests received after 6:00 p.m. Monday through Friday will be processed the next business day. Any transactions initiated on non-business days, or Holidays as determined by First National Bank and Trust will be processed the next business day.

## TRANSACTIONS

Online & Mobile Banking may be used to:

- View account information
- Transfer funds among your deposit accounts
- Transfer funds from your line of credit to your checking account
- Make payments from your checking and savings accounts to your loan accounts
- Initiate bill payments
- Deposit Checks

## TRANSFER LIMITATION

Under federal regulations, you may make no more than six preauthorized electronic fund transfers and telephone transfers, including Online Banking transactions, checks and point-of-sale transactions per month from your savings or money market deposit account. Of these six transactions, you are limited to no more than three transactions per month by check, draft, debit card or similar order to third parties. Each fund transfer or bill payment through Net Bank from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts.

## BILL PAYMENTS

You may select the bill payment service within Online Banking. Please refer to the Bill Payment Terms and Conditions for more information.

## PROHIBITED PAYMENTS

The following payments are prohibited through the Online Banking Bill Payment Service:

- Tax Payments and other governmental fees
- Court ordered payments, alimony and child support payments
- Payments to Payees outside of the United States

## OVERDRAFTS

When you schedule a funds transfer or bill payment using Online Banking, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer or bill payment from your account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.

## FEES

If you submit an oral or written stop payment request for a preauthorized payment, we will charge you for each such stop payment order, the charge for stopping payment identified in our current fee schedule as may be amended from time to time.

If you cancel or change any pending funds transfer or bill payment by completing the appropriate fields from the payment menu, there will be no charge.

We will charge you for Online Banking Bill Payment fees, if any, identified in our current fee schedule as may be amended by us from time to time, and otherwise in accordance with our Deposit account rules.

## STATEMENTS

Your Online Banking account activity will appear on your periodic account statement. If there are no transfers in a particular month, you will receive your account statement at least quarterly.

## ALERTS

Your enrollment in First National Bank and Trust's Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive Security and Account alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your First National Bank and Trust account(s). Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. Account Alerts must be activated by you to be enabled. These Account Alerts can be accessed from the Alerts menu within First National Bank and Trust's Online Banking and Alerts menu within First National Bank and Trust's Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. First National Bank and Trust reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels: (a) a mobile device, by text message or (b) an email account, by an e-mail message. You agree to receive Alerts through these channels, and it is your responsibility to determine that each of the service providers for the channels described in (a) through (b) above supports the email and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your mobile service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 59217 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in First National Bank and Trust's Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 59217. In case of questions please contact customer service at 800-667-4401. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. First National Bank and Trust provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside First National Bank and Trust's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold First National Bank and Trust, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a nondelivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## ERRORS

Refer to Terms and Conditions.

## LIMIT OF FIRST NATIONAL BANK AND TRUST AND OTHER PROVIDER'S RESPONSIBILITY

First National Bank and Trust agrees to make reasonable efforts to ensure full performance of Net Bank. Any information you receive from First National Bank and Trust is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. First National Bank and Trust is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

First National Bank and Trust will be responsible for your actual losses if they were directly caused by our failure to either complete an electronic funds transfer as requested or cancel an electronic funds transfer as properly requested. However, there are some exceptions. We will not be liable, for instance:

For errors or failures from any malfunctions of your browser, internet service provider, computer, computer virus or other problems relating to the computer equipment you use with the Internet Service, including, without limitation, your inability to access Internet Service or any part of Internet Service.

- If, through no fault of ours, your account does not contain sufficient collected funds to make the transfer.
- If the money in your account is subject to legal process or other encumbrances restricting the transfer.
- If the transfer would go over the credit limit on your overdraft credit plan, if any.
- If a transfer system was not working properly and you knew about the breakdown when you started the transfer.
- If an act of God or circumstances beyond our control (such as fire or flood) prevent the transfer or use of Internet Service despite reasonable precautions that we have taken.
- If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using the Internet Service.
- If your operating system is not properly installed or functioning properly.
- For a failure to provide access or for interruptions in access to the Internet Service due to
- Internet Service system failure.

Notwithstanding any other provision in this agreement, unless otherwise prohibited by law, our sole responsibility for an error by us in transferring funds or paying a bill will be to correct the error. In no case will First National Bank and Trust be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to internet service. By consenting to use Net Bank, you agree to waive

any and all right to any of the aforementioned, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

If any of the circumstances listed above should occur, we will assist you with reasonable efforts in taking appropriate corrective actions to reprocess the transactions that may not have been completed or to correct any incorrect transactions that may have been processed.

## DEPOSIT AGREEMENT

Mobile Check Deposit is available as an additional service within Consumer Online & Mobile Banking for customers that are in good standing. Use of this service will constitute acceptance of the terms and conditions presented specifically for this service. All items deposited electronically are to be kept for a period of 14 days and then destroyed. All items deposited through Consumer Online & Mobile Banking must be endorsed using by signing the back of the check and writing "For Mobile Deposit Only to FNBT" under the signature.

## DEPOSIT OF FUNDS

As a customer, you may deposit up to \$2,500 or your individual limit daily into your account by entering the required information during each online deposit. An online deposit occurs when you select the Deposit a Check option in our online & mobile banking service, enter an online deposit item and after review, we post the total amount to your account. First National Bank and Trust reserves the right to refuse to accept any deposit received. First National also reserves the right to place a hold on deposited funds. You may complete more than one online deposit as long as the online deposit limit is not exceeded. Our mobile deposit policy is to make funds available on the business day following the banking day of deposit.

## UNACCEPTABLE ONLINE DEPOSITS

You agree that the following items will not be considered an acceptable online. Online deposits of the nature described below will result in the immediate reversal of the online deposit to your account, may result in the suspension of this service, may result in fees being assessed against your account and may subject the depositor to criminal prosecution. An online deposit reversal means the amount of the item deposited online will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account. Unacceptable online deposits include the following:

- *Online deposit of a First National Bank and Trust on Personal Account* - The online deposit of a personal check that is drawn on your personal checking account(s) at First National Bank and Trust is PROHIBITED.
- *Non-Negotiable Items* - The online deposit of any item stamped with a "non-negotiable" watermark is PROHIBITED.
- *Altered Checks* - An altered check is any check that contains evidence of a change (correction fluid, crossed out amounts, etc.) to information on the face of the check. Customers with altered checks MUST get a replacement check from the maker before First National Bank and Trust will accept the online deposit.
- *Foreign Checks* - A foreign check is any check that is issued to you by a financial institution in another country (Canada, France, etc.). Please remit all foreign checks to First National Bank and Trust.
- *Incomplete Items* - An incomplete item is any item that does not contain signatures of the maker, endorsement signatures, or is missing any of the information required during entry in an online deposit session.

- *Stale Dated Checks* - Certain checks contain instructions such as: "Void 90 days after issue date" or "Must be cashed within six months of issue date." Customers with stale dated checks MUST get a replacement check from the maker before First National Bank and Trust will accept the deposit.
- *Post Dated Checks* - A check that contains a date after the date of the online deposit (Post Dated) is PROHIBITED.

## PROCESSING FEES

You agree to immediately reimburse First National Bank and Trust for any negative balance in your account resulting in improper use of Online & Mobile Banking Check Deposit. You also agree to pay any fees, as listed in First National Bank and Trust Fee Disclosure, due to the negative balance status of your account or due to a return deposited check. In the event legal action is required, you agree to pay First National Bank and Trust for its reasonable attorney fees and court costs.

First National Bank and Trust will not be liable for negative balances on accounts caused by the non-payment of checks due to insufficient funds or for any action by the member or authorized user of the account that results in the reversal of a deposit on the account.

First National Bank and Trust reserves the right to discontinue Online & Mobile Banking Check Deposit or to suspend account access at any time due to a change in business conditions or the failure of any customer to abide by the Online Bank Regulation E Disclosures and Terms of Agreement or any other applicable First National Bank and Trust Agreements and Disclosures.

## DISCLOSURE

### LIABILITY FOR UNAUTHORIZED USE

CONTACT FIRST NATIONAL BANK AND TRUST IMMEDIATELY if you believe that unauthorized activity has been conducted through the Consumer Online & Mobile Banking Check Deposit program. Telephoning our Customer Support department at (800) 667-4401 is the best way of keeping damages to a minimum.

### MOBILE AGREEMENT

- Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.
- Questions: You can contact us at 1-800-667-4401, or send a text message with the word "HELP" to this number: 59217. We can answer any questions you have about the program.
- To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 59217. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- Availability: The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider.
- Security: The user is responsible for proper security of account information and should not share any passwords or other account access information.

## PRIVACY AND USER INFORMATION

You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. Restrictions on Use. You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

## OTHER AGREEMENTS

In addition to this agreement, the terms and disclosures you received at the time your accounts were opened with us remain in full force and effect. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail. We may amend this Agreement at any time

We may change your Online Banking status to inactive if you do not sign on to the service or have any transaction scheduled through Online Banking during any consecutive ninety (90) day period. If your account is considered inactive, you must contact us to have Online Banking activated before you could use the service again.

## DISCLOSURE OF INFORMATION

We will disclose information to third parties about your account or the transfers you make, as permitted by law, including, without limitation: where it is necessary for completing or tracing transfers or resolving errors or claims; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or other financial institution; in order to comply with court orders or other legal process; to comply with subpoenas, summonses, search warrants or requests from government agencies; to other companies affiliated with us; to others with your consent; and whenever required by law.

## SYSTEM SUPPORT

You understand that some support and services relating to Online & Mobile Banking are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

## TERMINATION

We may modify, suspend or terminate your privilege of using Online & Mobile Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Internet Service, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who can use the account accessible with Internet Service may terminate Internet Service. Termination shall not affect the rights and obligations of the parties for transactions made with the Internet Service before we have had a reasonable time to respond to your termination request. Your termination of your Internet Service will automatically terminate any pending transfers and payments.

## CONTACT INFORMATION

You can contact First National Bank and Trust by one of the following methods:

- By initiating a "contact us" e-mail through our web site at [www.bankatfirstnational.com](http://www.bankatfirstnational.com) • By calling (608) 363-8000 or (800) 667-4401, 7:30 a.m. to 6:00 p.m. Monday through Friday
- By writing a letter and sending it to us at the following address:

First National Bank and Trust  
ATTN: Internet Customer Service  
P.O. Box 818  
Beloit, WI 53511